



# House of Representatives

## **File No. 668**

General Assembly

February Session, 2000

**(Reprint of File No. 455)**

House Bill No. 5827  
As Amended by House  
Amendment Schedule "A"

Approved by the Legislative Commissioner  
April 27, 2000

### ***An Act Concerning Agreements With Caterers And Catering Establishments That Are Void As Against Public Policy.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1       (NEW) (a) Any covenant, agreement or understanding in, in  
2       connection with or collateral to any contract or agreement made or  
3       entered into with any caterer or catering establishment, as defined in  
4       subsection (d) of section 30-22b of the general statutes, that exempts  
5       such caterer or catering establishment from liability for damages for  
6       bodily injury to persons or damage to property caused by or resulting  
7       from the negligence of the caterer or catering establishment, the agents,  
8       servants or employees of such caterer or catering establishment or the  
9       patrons at the event to which such contract or agreement pertains is  
10      against public policy and void.

11      (b) The provisions of this section shall apply to any covenant,  
12      agreement or understanding made or entered into on or after January  
13      1, 2001.

The following fiscal impact statement and bill analysis are prepared for the benefit of members of the General Assembly, solely for the purpose of information, summarization, and explanation, and do not represent the intent of the General Assembly or either House thereof for any purpose:

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**OFA Fiscal Note**

**State Impact:** See Explanation Below

**Affected Agencies:** Judicial Department

**Municipal Impact:** See Explanation Below

**Explanation****State and Municipal Impact:**

The bill could result in a cost to the court system from potential increases in litigation. Under the bill, a person would be able to sue a caterer, regardless of exemptions that a contract may contain, for damages for bodily injuries or property damages that have occurred as a result of the caterer's negligence. The extent to which this may occur is unknown, but is anticipated to be absorbable within the normal budgetary and caseload structures of the court system.

In addition, to the extent that the state or municipalities could be liable for damages resulting from the bill, costs could result. The extent to which these entities may be involved in these activities or potentially liable is unknown.

House Amendment "A" reduced the breadth of voided indemnification provisions in the original bill, and therefore, the potential cost.

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**OLR Amended Bill Analysis**

HB 5827 (as amended by House "A")\*

**AN ACT CONCERNING INDEMNIFICATION PROVISIONS VOID AS AGAINST PUBLIC POLICY.****SUMMARY:**

The bill declares void and against public policy any provision of a contract or agreement that exempts a caterer from liability for damages arising out of bodily injury to people or damage to property caused by or resulting solely from the negligence of the caterer, his agents or employees, or of patrons at the event the provision relates to. Current law only makes these provisions void in connection with construction, repair, maintenance, and related contracts.

The bill applies to catering contracts entered into after December 31, 2000.

EFFECTIVE DATE: October 1, 2000

\*House Amendment A makes the bill apply to catering contracts instead of to all contracts.

**BACKGROUND*****Related Case Law***

The Superior Court recently held that an agreement relating to a wedding reception that relieved someone from liability for his own negligence was valid. The provision was challenged as violating public policy. The case involved an injury sustained at a wedding reception when someone fell and on a stairway owned and controlled by the party who was relieved from liability by the agreement (*Degeralomo v. AL and SAL Caterers, Inc.* 1998 WL 638475 (1998)). The court relied on an earlier Appellate Court decision that upheld the validity of a contractual provision that relieved a car lessor from its own negligence (*Burkle v. Car and Truck Leasing Company, Inc.* 1 Conn. App. 54 (1983)).

**COMMITTEE ACTION**

Judiciary Committee

Joint Favorable Report  
Yea 39      Nay 1